

**FRANCHISE DISCLOSURE DOCUMENT**

**MM CAFÉ USA, INC.**  
(a Delaware Corporation)  
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DEPARTMENT OF CORPORATIONS  
RECEIVED LOS ANGELES OFFICE

MAY 10 2012

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**marilyn monroe™  
cafe**

The franchise offered is to operate a Marilyn Monroe™ café. Marilyn Monroe™ cafés are casual-chic cafés that are intended to reflect the style, grace, and appeal of the iconic Marilyn Monroe™, and feature and offer for sale to the public a variety of gourmet coffees and espresso drinks, herbal teas, hot chocolate, hot apple cider, oatmeal, fresh orange juice, healthy frozen yogurt, real fruit smoothies, cupcakes, delicate pastries and decadent desserts, and other beverage and food products.

The total investment necessary to begin operation of a Marilyn Monroe™ café is \$514,000 to \$953,500. This includes \$42,500 that must be paid to us or our affiliates. If you enter into an Area Representative Agreement, the total investment necessary to begin operation of the Area Representative Business is \$85,500 to \$328,000. This includes \$62,000 to \$262,000 that must be paid to us or our affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Dave Craig, The Exchange Tower, 130 King Street West, Suite 1800, Toronto, Ontario M5X 1E3, (416) 945-6615.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D C 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date May 1, 2012  
(See State Cover Page for State Effective Dates)

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise.

1 THE FRANCHISE AGREEMENT AND AREA REPRESENTATIVE AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY MEDIATION OR ARBITRATION ONLY IN NEW YORK. OUT-OF-STATE MEDIATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR ARBITRATE WITH US IN NEW YORK THAN IN YOUR OWN STATE.

2 THE FRANCHISE AGREEMENT AND AREA REPRESENTATIVE AGREEMENT STATE THAT DELAWARE LAW GOVERNS THOSE AGREEMENTS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3 WE ARE A START-UP FRANCHISOR AS WE BEGAN FRANCHISING IN APRIL 2012. WE DO NOT YET HAVE ANY COMPANY OPERATED CAFES IN OPERATION. YOU MAY WANT TO TAKE THIS INTO CONSIDERATION WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE.

4 WE DO NOT OWN THE "MARILYN MONROE" TRADEMARK BUT LICENSE IT FROM THE TRADEMARK OWNER. THE TERMINATION OR EXPIRATION OF OUR LICENSE AGREEMENT WITH THE TRADEMARK OWNER COULD AFFECT YOUR CONTINUED RIGHT TO USE THE "MARILYN MONROE" MARK IN CONNECTION WITH THE FRANCHISED BUSINESS.

5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

Effective Date Please refer to the following page for state effective dates.

### State Effective Dates

State	Effective Date
California	
Connecticut	
Hawaii	
Illinois	
Indiana	
Maryland	
Minnesota	
New York	
Virginia	
Washington	
Wisconsin	

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